

HIGHAM PARISH COUNCIL
ALLOTMENT AGREEMENT

THIS AGREEMENT is made on _____ between **HIGHAM PARISH COUNCIL (HPC)**

and _____ **(THE TENANT)** of

Agreement to let

1. HPC agrees to let and the Tenant agrees to take the ALLOTMENT PLOT(S) NUMBER(S)

_____ on a tenancy FOR THE PERIOD INSERT DATES _____

2. The yearly rent is payable annually, in advance, each year.

3. New Tenants signing an Agreement during the year will pay the appropriate proportion of rent

4. The rent is agreed at the Parish Council Budget meeting and Tenants will be advised of any increase in rent prior to an invoice being sent.

Tenant's Terms and Conditions

The Tenant agrees to the Terms and Conditions set out below:

1. The Tenant must pay the rent in advance (without deduction, unless agreed by HPC) invoices will be sent to Tenants in APRIL each year.

2. The Tenant must use the Allotment as an allotment garden only - for the cultivation of fruit, vegetables and flowers - and for no other purpose.

3. The Tenant must keep the Allotment clean, free from weeds and maintain it in good condition. Allotments will be checked by HPC on a regular basis and Tenants will be contacted if they are required to clear weeds or tidy the Allotment.

4. The Tenant must not:

4.1 Cause or permit any nuisance or annoyance to the occupier of any other allotment plot or to the owners or occupiers of land adjoining their plot

4.2 Obstruct or encroach on another allotment or public footpaths or farmers' fields

4.3 Sublet, assign or part with possession of the Plot or any part of it without the written consent of HPC

4.4 Take, sell or carry away any mineral, gravel, sand, earth or clay without the written consent of HPC

4.5 Deposit, or allow someone else to deposit, on the Allotment or footpaths any refuse or any

decaying matter, except manure and compost

4.6 Erect any notice or advertisement on the Allotment

4.7 Run water through hosepipes, sprinklers or irrigation systems for excessive periods or leave them unattended

4.8 Light large bonfires or leave any fire unattended

5. The Tenant agrees that any case of dispute between himself/herself and any other occupier of an allotment plot will be referred to HPC, whose decision will be final.

7. The Tenant agrees that any officer or agent of HPC may enter and inspect the Allotment at any time when directed by the Council.

8. The Notice period for the termination of the agreement is 1 month

9. The Tenant may erect one Garden Shed and one Greenhouse on the plot. For the erection of any additional sheds or greenhouses or any other buildings or structures the Tenant must obtain the written consent of HPC.

11. The Tenant may plant a hedge or erect fencing on their plot. Hedges must be cut and trimmed. Any fences must be restricted to a reasonable height. Tenants must not use barbed wire on any fences

12. The Tenant may take dogs on to the allotment if the dogs are kept under control

13. The Tenant must not keep any animals or livestock of any kind on the Allotment, except bees

14. Planting trees - a few **small** fruit or nut trees are permitted – up to 6 per allotment plot. If a tenant wishes to plant more they must seek guidance from HPC. If tenants wish to remove any trees from their allotment they must meet all the costs of this work

15. When using any sprays or fertilisers, the Tenant must:

15.1 take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected

15.2 make good or re-plant as necessary should any damage occur

15.3 so far as possible, select and use chemicals that will cause the least harm to members of the public, dogs, game birds and other wildlife, other than vermin or pests

15.4 always comply with any relevant, current regulations.

16. The Tenant agrees to inform HPC immediately of any change of his/her address, phone number and email address.

17. The Tenant will always exercise every care to prevent waste leakage or misuse of water and immediately to report any problems with the water supply or taps to the Parish Clerk (enquiries@higham-kent-pc.gov.uk or phone 01474 822642.) The Tenant will comply with any instructions issued by the Parish Council regarding water shortages and hosepipe restrictions.

SIGNED for and on behalf of the Council	DATE
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Signature of Tenant

DATE